

LABOUR DEPARTMENT

The 11th March, 1980

No. 11(112)-3Lab.-80/4255.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad in respect of the dispute between the workmen and the management of M/s Injecto Pvt. Ltd., Faridabad.—

BEFORE SHRI GURMESH PARKASH,
PRESIDING OFFICER, LABOUR
COURT, HARYANA, FARIDABAD.

Reference No. 5 of 1979

SHRI KHEM CHAND, WORKMAN AND
THE MANAGEMENT OF M/S IN-
JECTO PVT. LTD., FARIDABAD.

Present:—

Shri Lal Chand, with the Workman.
Shri J. S. Saroha and Shri V. K.
Diwan, for the Management.

AWARD

This reference No. 5 of 1979 has been referred to this Court by the Hon'ble Governor of Haryana,—vide his order No. ID/FD/94-79, under section 10(i)(c) of the Industrial Disputes Act, 1947 for adjudication the dispute existing between Shri Khem Chand, Workman and M/s Injecto Private Limited, 20/5, Mathura Road, Faridabad. The terms of the reference was :—

“Whether the termination of the service of Shri Khem Chand was justified and in order ? If not, to what relief, is he entitled ?

2. After receiving this reference notices were issued to both the parties and both the parties appeared before this Court through their authorised representatives. The Workman filed a claim statement as well as rejoinder. The management also filed written statement. On the pleadings of the parties following issues were framed by me on 6th February, 1980:—

(1) Whether this reference is in bad-in-law ?

(2) Whether the termination of the services of the Workman is justified and in order ? If not, to what relief, is he entitled ?

3. On 15th February, 1980 the evidence of both the parties were present and examined before this Court. The argument was also heard on the same day. The management examined 3 witnesses, Shri M. M. Mehta, Factory Manager MW1, Shri J. D. Sharma, Officer Incharge, Time Office, MW2 and Shri Mati Diwari, Incharge of receipt and dispatch register MW3. The Management also filed and Exhibited certain documents. On the other hand the workman examined himself as WW1 and filed three documents and closed his evidence. I have gone through the file and heard both the parties in length. I give my findings on issue No. 1 as follow:—

ISSUE NO. 1:

This reference has been sent to me for adjudication by the Governor, exercising the power conferred by clause (c) of Sub-section 1 of Section 10 of the Industrial Disputes Act, 1947. Before going in details of the discussions it will be appropriate to write down here section 10(i)(c) and section 2(A) of the Industrial Disputes Act, 1947:—

10(i)(c) Where the appropriate Government is of opinion that an Industrial Dispute exists or is apprehended, it may at any time, by order in writing refer the dispute or any matter appearing to be connected with or relevant to the dispute if it relates to any matter specified in 2nd schedule, to a Labour Court for adjudication.

2-A Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding

that no other workman nor any union of workman is a party to the dispute.

4. Now according to the definition of section 2-A the discharge, dismissal, retrenchment or otherwise termination of the services of an individual workman also becomes an Industrial Dispute for the purpose of section 10(i)(c). We have to see whether in this case in hand employer has discharged, dismissed, retrenched or terminated the services of this workman. If not then the dispute will not be the Industrial Dispute according to the schemes of this Industrial Disputes Act, 1947. Hence the disputes leading to the reference between individual workman and employer except those of discharge, dismissal, retrenchment or termination will not be according to the section of Industrial Disputes Act, so such reference will be bad-in-law.

5. In this case it is admitted by the management that this workman was their employee but at the same time they asserted that this workman automatically lost his lien on his appointment by remaining absent in an unauthorised manner for more than 10 days. The workman also admitted that he remains absent from 2nd August, 1979 to 13th August, 1979 but his case is that he was sick in this period and he had informed the management with a medical certificate even on the very first day that is 2nd August, 1979. He also produced a receipt of U.P.C. letter. Before going in details of the discussions, it will be relevant to write down the portion of clauses 11, 12 and 13 of the Certified Standing Orders of this management :—

11(a) Grant of any type of leave to a workman shall depend upon the exigency of work and shall be at the discretion of the authority granting leave.

(d) Whenever any type of leave is applied for the workman shall state clearly the date from which the leave is required, specific reasons warranting the grant of such leave and duration for which it is required

and any other information required by the Manager either by special or general order. The manager may in his discretion prescribe a form of application for applying for leave.

(e) Whenever leave applied for is granted, a leave pass shall be issued to the workman. If it is refused, the fact of such refusal will be communicated to the workman. Every time a workman goes on leave, he shall have to give his address where communication or message may be sent during his leave.

(g) A workman remaining absent or overstaying leave beyond the period of leave originally granted or subsequently extended shall automatically lose his lien on his appointment unless he returns within 10 days of his absence of the expiry of the sanctioned leave, as the case may be and explains to the satisfaction of the authority granting leave his inability to resume his duty giving reason why he could not give any information to the effect also. A workman not reporting for duty within 10 days of causing absence or overstaying the sanctioned leave, be treated as having left the services of his own accord.

12(a) *Casual leave.*—For Casual leave a workman will apply sufficiently in advance, except in emergent cases, when he will apply as soon as practicable. The grant of such leave will be subject to exigencies of business.

13. In case leave of any type is applied for on the ground of sickness for more than three days, then the applications should be accompanied by a certificate of a Doctor of the Employees State Insurance Dispensary. Where there is no E.S.I. Dispensary, then the

worker may send a certificate of a registered medical practitioner but in case the management doubts its genuineness then the management can get the worker further examined from the Chief Medical Officer, of B. K. Hospital, Faridabad at their own expenses, whose decision shall be final.

6. According to clause 11(g) of the Certified Standing Orders it is very much clear if a workman remains absent he shall automatically lose his lien on his appointment unless he returns within 10 days of his absence and explain to the satisfaction of the authority granting leave his inability to resume his duty giving reason why he could not give any information regarding this. It has been made very much clear in this clause that if a workman do not report for duty within 10 days of his absence then he will be treated as having left his services at his own accord. That means the workman has abandoned his service or in other words it can be said that his service has been automatically terminated.

7. The workman Shri Khem Chand in his demand notice Ex. MW1/B and in his claim statement admitted that he remains absent from 2nd August, 1979 to 14th August, 1979. His case is that on 2nd August, 1979 he had informed to the management regarding his illness. He has also produced a receipt of U.P.C. Ex. WW1/A. On the other hand the case of the management is that they did not receive any information about this workman from 2nd August, 1979 to 14th August, 1979 and for that reason because the absence was more than 10 days, relying on clause 11(g) of their Certified Standing Orders they removed the name of this workman from the attendance register. The management has also produced Shri Mati Diwari MW3, Incharge of the receipt and dispatch register of their Factory, who deposed before this Court that he has brought a receipt register of the month of August, 1979 of this management. He stated that we did not receive any letter from his workman from 2nd August, 1979 to 14th August, 1979. The receipt of the U.P.C. Ex.

WW1/A produced by the workman does not bear any date on it. This receipt is also not on a prescribed form it is on a plain paper and the beginning word is "Seva Main". Normally the receipt does not bear those words. The authorised representative of the management argued that Ex. WW1/A is not a receipt at all he gave two reasons in support of his argument, 1st if it would have been a receipt then it should have not begin with the words "Seva Main". He asserted that this piece of paper is only a torn piece of a used letter dispatched to this management and for that reason this receipt is not on a prescribed form. 2nd reason he gave that this receipt WW1/A bears two postal stamping on it. One stamping comes on the letter when the post office receives a letter from the letter box and the 2nd stamping comes when the post office authority gives this letter to the Postman for delivery. He asserted because this WW1/A carries two stampings for that reason, it is a torn piece of a waste letter addressed to this management. The reasons given by the authorised representative of the management seems to be very sound. Above all one thing is clear that the date on this receipt is not clear. So it does not help the workman. The workman neither in his statement as WW1 nor in his demand notice or in claim statement has anywhere stated that he applied for leave. His only assertion is that he had informed to the management regarding his sickness on 2nd August, 1979. Only informing cannot be treated firstly he applied for leave on the ground of sickness and secondly the management should have sanctioned definitely that leave. The perusal of clauses 11, 12, and 13 of the Certified Standing Orders confirms that this mode of informing cannot be treated as a leave application. From the above discussion it has become very much clear that this workman remains absent from 2nd August, 1979 to 14th August, 1979 which is more than 10 days. The requirement of clause 11(g) of the Certified Standing Orders is that the workman should explain to the satisfaction of the authority granting leave his inability to resume his duty within 10 days from his absence. In the case in hand firstly it can not be said that this workman applied for leave at all

after his absence secondly it is also doubtful he informed the management regarding his illness because no such letter of information was ever received by the management. So there is no question of satisfaction of inability to resume the duty within 10 days of the absence. So it has become clear from the above discussion that this workman remains absent for more than 10 days

8. It will be proper to write few words regarding the significance of the Certified Standing Orders. It has been held in the Karnataka High Court in the case *Workmen of Pandavapura Sahakara Sakkare Kharkhane Ltd. versus Labour Court, Mandya and another* 1974 F.J.R. 183:

that, as the Certified Standing orders become part of statutory terms and conditions of service between the workman and his employer, the employer had the right to exercise bona fide the power under the standing orders to treat the workman as having abandoned his service and refuse to take him on duty. If the workman were not satisfied with the amount of leave provided under the standing orders it was upto them to agitate for a change in the standing orders; but so long as the standing orders continued to remain as binding terms between the parties it was not open to any party to contend to the contrary nor can be Court compel the employer to grant more than what was provided in the Certified Standing Orders.

9. Now the question becomes whether such abandoned of service or losing his lien on his appointment by the workman comes under the head discharge, dismissal, retrenchment or termination as written in section 2-A. Before deciding this question it will be proper to write down the Law laid down by the Hon'ble Supreme Court of India in the case *National Engineering Industries Ltd.*

v. Hanuman (A.I.R. 1968 S.C. 33):

the Supreme Court again dealt with the similar question where the standing order provided for a workman losing his lien on his appointment in case he does not join his duty within eight days of the expiry of his leave.

The Supreme Court, on appeal, took the view that when the standing order provides that the workman will lose his lien on his appointment in case he does not join duty within eight days of the expiry of his leave, it will mean that his services are automatically terminated on the happening of the contingency, that it is not understood how a workman who has lost his lien on his appointment can continue in service thereafter, that the employee's service in that case stood automatically terminated in view of his not reporting for duty after the expiry of his leave and

The Hon'ble Supreme Court in the case, *Carnatic Company Ltd. v. Venkatish* (A.I.R. 1964 S.C. 1272),—(vide supra).

The above decisions lay down the principle that where a standing order provides for automatic termination of service in the event of the employee absenting himself continuously for more than eight days, such automatic termination of service resulting from the conduct of the employee himself cannot be said to be the result of an order of discharge, termination or dismissal by the management, but can be taken to have been brought about only by the conduct of the employee.

Similarly the Madras High Court in the case *K. N. Vellayan versus Government of Tamil Nadu* in 1979 Labour Law note at page 610 has held:

that when there is an automatic termination of services as a result of the appellants' own

conduct in view of the standing services of the workman although the orders and there is no discharge workman abandoned his job as per the or dismissal or termination of services by the management which alone could be the subject matter of a dispute to be referred. Since the appellants are not persons, who have been discharged or dismissed from service, they cannot seek a reference under Section 10(i).

10. Relying on the above cited cases it has become clear that losing his lien on the appointment or abandoning the service at his own as stated in the Certified Standing Orders is nothing else but an automatic termination and this is not discharge, dismissal, retrenchment or termination as stated in section 2-A. Hence this dispute of individual workman is not Industrial Dispute. So reference under section 10(i)(c) cannot be made out. So this reference is bad-in-law and not covered by the section of Industrial Disputes Act. I decide issue No. 1 accordingly and in favour of Management.

ISSUE NO 2:

As a result of my findings on issue No. 1, issue No. 2 has become redundant. The management did not terminate the

Certified Standing Orders of this management. So the workman is also not entitled for any relief. I decide this issue accordingly. I while answering this reference give my award that this workman lost his lien on his appointment and abandoned his job by remaining absent for more than 10 days as stated in the Certified Standing Orders and this management did not terminate the services of this workman. The workman is not entitle to any relief.

Dated, the 26th February, 1980.

GURMESH PARKASH,
Presiding Officer,
Labour Court, Haryana.
Faridabad.

Endorsement No. 348, dated 26th August, 1980.

Forwarded, (four copies), to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

GURMESH PARKASH,
Presiding Officer,
Labour Court, Haryana.
Faridabad.

The 9th April, 1980

No. 11(112)-3Lab-80/5465A.—In pursuance of the provision of section 17 the Industrial Disputes Act, 1947 (Act, No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workmen and the management of M/s Atlas Cycle Industries Ltd., Sonepat.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
ROHTAK

Reference No. 150 of 1979
under section 36-A of the I.D. Act.

between

THE WORKMEN AND THE MANAGEMENT OF M/S ATLAS CYCLE INDUSTRIES LTD.,
SONEPAT.

Present :—

Shri Ram Pal, for the workmen.

Mrs. Uma Mehta Jain for the respondent-management.

AWARD

This is a reference made to this court under section 36-A of the I. D. Act, 1947 by the Haryana Government,—*vide* letter No. 31798, dated 13th July, 1979 for interpretation of the settlement under section 12 (3) of the Industrial Disputes Act arrived at on 14th April, 1979 between the

management of M/s Ata's Cycle Industries Ltd., Sonepat and their workmen. The interpretation sought to be made pertain to para of settlement which is reproduced as translated into English from Hindi in original as under :—

"Except those 26 workmen who are dismissed that list attached and those workmen against whom criminal cases are registered and who are suspended by the Company on account of these cases about whom the S. S. P., Sonepat will furnish a list, saving them all the rest workmen will be taken on duty with effect from 16th April, 1979. The domestic enquiry will be continued against these workmen. All these workmen including the lay-off workmen will give in writing that they will do full work and remain in discipline and will not shout any slogans.

These workmen against whom criminal cases are pending and are suspended except them no other workmen will be suspended on the ground of pending criminal cases after this day."

The interpretation of the clause mentioned above has to be made in respect of the workmen, namely, S/Shri Hari Chand, Ram Dev, Bahadur Yadav, Hans Raj Rana, Mohinder Singh, son of Shri Suraj Singh, Niranjan Singh, son of Shri Chhota and Prithi Singh whether these workmen are entitled to resume their duties as per the terms of the settlement.

Notices were sent to the parties, the parties put in their appearance and filed their respective pleadings and adduced their evidence. The management has alleged through their written statement that the workmen concerned were involved in criminal cases registered against them and are placed under suspension pending enquiry and the order of suspension passed against them cannot be withdrawn by the management as per the terms of the said settlement. The management have given the details in respect of each workman separately. Shri Hari Chand and Shri Ram Dev, workmen were charge-sheeted and placed under suspension,—vide charge-sheet cum suspension orders, dated 7th October, 1978 and 17th October, 1978, respectively. The management lodged a FIR dated 15th November, 1978 with the Police against Shri Hari Chand and Ram Dev and were charge-sheeted again on 6th January, 1979 for the same offence for which criminal cases were registered against them. Shri Hari Chand and Shri Ram Dev were already placed under suspension pending enquiry.

Shri Bahadur Yadav was charge-sheeted and placed under suspension,—vide charge-sheet-cum-suspension order, dated 16th/17th November, 1978. Criminal case was also registered with the Police against him per F. I. R. No. 353, dated 15th November, 1978. The suspension order passed against Shri Bahadur Yadav can not be withdrawn in terms of the provision of the said settlement as he had been charge-sheeted and placed under suspension on account of criminal cases registered against him,—vide FIR No. 353, dated 15th November, 1978.

Shri Hans Raj Rana, was charge-sheeted and placed under suspension,—vide charge-sheet-cum-suspension order, dated 24th July, 1978. The FIR, dated 24th August, 1978 was lodged with the Police and the same was registered by the Police as FIR No. 234. As per the terms of the settlement dated 14th April, 1979 order of suspension passed against Shri Hans Raj Rana could not be withdrawn.

Shri Mohinder Singh was chargesheeted and placed under suspension,—vide charge-sheet-cum-suspension order, dated 7th October, 1978 and 17th October, 1978 and he was involved in a number of criminal cases and Shri Mohinder Singh was placed under suspension. Order of suspension passed by the management against him also cannot be withdrawn in terms of settlement.

Shri Niranjan Singh was charge-sheet and placed under suspension,—vide charge-sheet-cum-suspension order, dated 6th January, 1979 and 15th January, 1979. He was already involved in number of criminal cases. The cases were registered against him under F. I. R. No. 244 and 333 as Shri Niranjan was placed under suspension and was also involved in criminal cases registered against him. Order of suspension passed against him cannot be withdrawn in term of the aforesaid settlement.

Shri Prithi Singh was charge-sheeted and placed under suspension,—vide charge-sheet-cum-suspension order, dated 15th November, 1978 and 6th January, 1979 and criminal case was registered against him under F. I. R. No. 353 dated 15th November, 1978 and on the aforesaid ground the order of suspension cannot be withdrawn against him as per the terms of the settlement dated 14th April, 1979.

Shri M. K. Jain, Joint Labour Commissioner, Haryana, was examined as management witness who testified the execution of the settlement and which was arrived at between the parties after lot of discussions. He produced a photostat copy of the original and the cutting, which appear on the

settlement and words added on it were admitted to be in his hand. Mrs. Uma Mehta Jain argued on behalf of the management and cited several decisions of the Supreme Court and High Courts which are given as under;

AIR-1936-Privy Council-281 from Madras ;

AIR-1968-Madras-61 Vol. 55 C-10; AIR 1970-Madhya Pradesh-23-Full bench, AIR-1977-Supreme Court-27, 1950-S.C reports page 766, 1930-Privy Council, 292 ;

In all these cases well known principles of interpretation applicable are :—

- (a) Firstly the document must be construed as a whole.
- (b) Secondly the document has to be so construed and not to reduce what was meant or being done by it to a patent absurdity.

The interpretation is to be ascertained from the words used; the surrounding circumstances are to be considered but i.e. only for the purpose of finding out the intended meaning of the words which have actually been employed. It is the duty of the court to give to the expression its true meaning. It is competent for a court to disregard the literal meaning of the words used in a document and to give to them the real meaning if they are sufficiently flexible to bear that interpretation. As far as possible the interpretation should be such that effect is given to all the parts and no portion of the instrument is rejected.

On behalf of the workman Shri Hari Chand S/o Shri Harphool Singh appeared as WW-1 who deposed that Ex. MW-1/1 is the photostat copy of the settlement arrived at between the workman and the management on which I too have signed which was made possible by the intervention of the Joint Labour Commissioner Shri M. K. Jain. The said document was signed by Shri S. K. Gulati on behalf of the management. Shri Ram Pal, Hari Chand, C. M. Masi, Shri Rati Bhan signed for the workman. The cuttings are of the same time and were made after lot of discussion and he further said that under the terms of the settlement it was agreed that leaving aside those workmen who were suspended on account of criminal cases others will be allowed to resume their duty.

After making a carefull reading of the evidence on record and the observations recorded above from the decision of the Supreme Court and different High Courts the clause 2 of the settlement requiring interpretation can be construed to mean the workers against whom criminal cases are registered and are suspended on account of such criminal cases and also of such workers against whom criminal cases are pending in the court and who are suspended on account of such pending cases and the list of whom shall be supplied by the S. S. P., Sonepat shall not be taken on duty and the orders for their suspension shall not be withdrawn. From this it can be construed that those workers who are not suspended on account of such criminal cases registered against them or on account of pending criminal cases but who are already under suspension on some different grounds should not be barred by this settlement and shall be entitled to resume their duties.

From the plain reading of the written statement with regard the workman Shri Hari Chand, Shri Ram Dev, and Mohinder Singh, they have been suspended by the management on account of misconduct and not on account of criminal cases registered against them. The criminal cases were registered against these three workmen later on,—*vide* F. I. R. No. 353 dated 15th November, 1978. The management's pleas that when these workmen were placed already under suspension it was not possible to suspend them a second time. They have been issued chargesheet in respect of the offence for which F. I. R. No. 353, dated 15th November, 1978 was lodged with the police. The management could have mentioned in the chargesheet that as they have already been placed under suspension so it is not necessary to place them under suspension again for the charges mentioned in the chargesheet. As regards other workmen Shri Bahadur Yadav, Shri Hans Raj Rana, Shri Prithi Singh and Shri Niranjan Singh, son of Shri Chhote, they have been placed under suspension on account of the criminal cases registered against them and their names appeared in the list sent by the S. S. P., Sonepat, so they are not entitled to be taken back on duty and the suspension order passed against them shall not be withdrawn under the terms of the settlement. But with regard to Shri Hari Chand, Shri Ram Dev and Mohinder Singh though whose names appear in the list of workmen against whom criminal cases have been registered sent by the S. S. P., Sonepat yet they are not suspended on account of such criminal cases but they were already under suspension on account of such different allegations of misconduct. The intention of the management from the circumstances seems to be that these three workers are also covered by the terms of the settlement, but from the other hand the workmen intended that these workmen were not suspended on account of such criminal cases and as such they are excluded from the operation of the settlement but as the language of the terms of the settlement is abundantly clear and there is no ambiguity in it. As to the fact that only those workmen who are

suspended on account of such criminal cases registered against them and whose list will be given by the S. S. P., Sonepat in their case only the suspension orders shall not be withdrawn, and others will be allowed to resume their duties and no one after the date of such execution of said settlement shall be suspended on account of pending cases. Therefore, I held that workmen namely S/Shri Hari Chand, Ram Dev, Mohinder Singh are entitled to be taken back on duty under the terms of the settlement. I answer the reference while returning the same in these terms.

BANWARI LAL DALAL,

Dated 11th March, 1980

Presiding Officer,
Labour Court, Rohtak.

Endorsement No. 800, dated 27th March, 1980

Forwarded (two copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh with reference to his letter No. 31798, dated 13th July, 1979 regarding interpretation of the settlement, dated 14th April, 1979 between the management of M/s. Atlas Cycle Industries Ltd., Sonepat and their workmen.

BANWARI LAL DALAL,

Presiding Officer,
Labour Court, Rohtak.

The 9th April, 1980

No. 11(112)-3Lab-80/5466.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Vime Packed Dycame Private Limited, Raghu Nath Industries, Bahadurgarh.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
ROHTAK

Reference No. 235 of 1979

between

SHRI RAM NIWAS SHARMA, WORKMAN AND THE MANAGEMENT OF M/S. VIME
PACTED DYCAME PRIVATE LIMITED, RAGHU NATH INDUSTRIES, BAHADURGARH

Present.—Shri Rajinder Singh, for the applicant.

Shri Mohinder Gupta, works manager, for the respondent.

AWARD

By order No. 1D/SPT/163-79/58178, dated 27th December, 1979, the Governor of Haryana referred the following dispute between the management of M/s. Vime packed Dycame Private Limited, Raghu Nath Industries, Bahadurgarh and its workman Shri Ram Niwas Sharma, referred to this Court, for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Ram Niwas Sharma was justified and in order? If not, to what relief is he entitled?

On receipt of order of reference notices as usual were sent to the parties, the parties put in their appearance before me on 14th February, 1980 which was declared a holiday by the Haryana Government and the case was fixed for 12th March, 1980 for filing the claim statement. On this date the management filed a settlement which was signed by Shri Mohinder Gupta, on behalf of the management and Shri Rajinder Singh, authorised representative of the workman on behalf of the workman. Under the settlement the workman received the full and final payment on 25th July, 1979 in lieu of his resignation. The statement of authorised representative of workman was recorded as under :—

Statement of Shri Rajinder Singh, Authorised representative of the workman.

"The workman has settled his entire claim with the management on 25th July, 1979 in my presence and he further relinquished his claim for his reinstatement or re-employment in lieu of his resignation. Order may be passed accordingly."

In view of the above circumstances no further proceedings are called for and there is nothing left for adjudication. I, therefore, make no dispute award and answer this reference while returning the same in these terms.

Dated 12th March, 1980.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. , dated 1980.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act 1947.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 15th April, 1980

No. 11(112) 80-3Lab/5594.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Fabex International Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL HARYANA, FARIDABAD

Reference No. 392 and 439 of 1978
between

SHRI ABDUL MAJID AND SHRI SHIV KUMAR WORKMEN AND THE MANAGEMENT OF M/S FABEX INTERNATIONAL, FARIDABAD

Present.—Workman in person.

Shri Tirath Singh, for the Management.

AWARD

1. By order No. ID/FD/127-78/39954, dated 30th August, 1978, Governor of Haryana referred the following dispute :—

Whether the termination of services of Shri Abdul Majid was justified and in order ? If not, to what relief is he entitled ?

2. By order No. ID/FD/140-78/42130, dated 18th September, 1978, the Governor of Haryana referred the following dispute :—

Whether the termination of services of Shri Shiv Kumar was justified and in order ? If not, to what relief is he entitled ?

between the management of M/s. Fabex International, Faridabad and its workmen Shri Abdul Majid and Shri Shiv Kumar, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947: —

3. On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, issues were framed on 6th June, 1979 and the case was fixed for the evidence of the management. In the mean time negotiations for settlement started and ultimately it was arrived at. I, therefore, give my award in terms of the settlement as follows.

4. In reference No. 392 of 1978, the workman has received a sum Rs 600 only from the management in full and final settlement, of his dispute forgiving his right to reinstatement or re-employment if any. The workman has received this sum. The workman is not entitled to any relief.

5. In reference number 439 of 1978, the workman has received a sum of Rs. 700 only before this Tribunal in full and final settlement of his dispute stating that he had no claim or dispute of any kind. The workman is not entitled to any relief.

Dated: 3rd April, 1980.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 311, dated 7th April, 1980,

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.